



STATE OF UTAH CONTRACT

CONTRACT NUMBER: 039033

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Utah Department of Transportation 810 Administrative Services

referred to as STATE and the following:

Agency Name Agency Code Division

CONTRACTOR: Carmen Group, Inc.

LEGAL STATUS OF CONTRACTOR

☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

1299 Name
XX1299 Pennsylvania Avenue, NW 8th Floor
Address

Washington, D.C. 20004-2424
City State Zip Code

Michael Russell 202.785.5277
Contact Person Phone Number

521905865 29880B 96151000000
Federal ID# Vendor Number Commodity Code(s)

2. GENERAL PURPOSE OF CONTRACT:

For lobbyist and consultant services in Washington D.C. to secure federal funding for current and future transportation improvement for the State of Utah

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid # RM 2179
Requisition # 810 26000000240, FY 02.

4. CONTRACT PERIOD: Effective date: July 01, 2002. Termination date: June 30, 2005, unless terminated early or extended in accordance with the terms of this contract. Renewal Options: 2 One-Year.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of: \$489,000.00 for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work with Pricing

ATTACHMENT C: Special Terms and Conditions

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RM 2179 dated April 17, 2002.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

[Signature]
CONTRACTOR

Contractor's Signature

David Carmen

Contractor's Name

President and CEO

Title

[Signature]
STATE OF UTAH
Utah Department of Transportation
[Signature]
Division of Purchasing & General Services
SEP 04 2002
CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE
Division of Finance

Linda Toy-Hull	801.965.4253	801.965.4338
Agency Contact Person	Telephone Number	Fax Number

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

ATTACHMENT B
SCOPE OF WORK AND PRICING

1 WORK OBJECTIVES. The CONTRACTOR shall accomplish the following objectives.

- 1.1 Work with the State of Utah transportation representatives to establish contacts and build relationships, to fully understand and outline the STATE's transportation objectives and priorities.
- 1.2 Establish contacts and build relationships with Utah's Congressional delegation and staff, key Congressional committee members and staff members, and key staff of the Federal Department of Transportation (DOT), to pursue specific State of Utah transportation objectives and priorities.
- 1.3 Identify key Congressional delegation and Federal DOT members.
- 1.4 Inform key members and staff on the State of Utah's transportation objectives and priorities.
- 1.5 Coordinate activities with the State of Utah's Washington, D.C. office.

2 WORK TASKS. In accomplishing the above stated objectives, the CONTRACTOR shall perform the following work tasks. The following is intended only to provide the CONTRACTOR an idea of types of tasks required and is not a comprehensive list of all tasks that may be performed.

- 2.1 Identify and advise the State and the Utah congressional delegation on potential funding sources and approaches to secure those funds. When decisions are made on approaches to be used in securing funds, CONTRACTOR shall carry out the work in Washington, D.C. needed to secure the funds.
- 2.2 Work and coordinate with the authorization and appropriation committees in the House of Representatives and Senate to secure funding or legislative initiatives for Utah's transportation system.
- 2.3 Meet and coordinate legislative activities with Federal agencies associated with Utah transportation priorities.
- 2.4 Serve as a liaison between State and Utah's congressional delegation and work closely with the State of Utah's Washington, D.C. office.
- 2.5 Keep UDOT's Executive Director or their designee informed on progress and issues to be addressed at least monthly.

3 WORK AUTHORIZATION. The CONTRACTOR shall receive authority to proceed to work under this contract by an annual Work Authorization letter. This letter shall be submitted to the CONTRACTOR by UDOT. The letter may give the CONTRACTOR objectives or tasks on which to focus, but more importantly, the letter shall identify the amount of appropriated funds available for work under the contract each fiscal year. **CONTRACTOR fees and expenditures during the course of each fiscal year must not exceed available appropriated funds identified in the annual Work Authorization letter.** Utah's fiscal year starts July 1st.

4 PRICING STATE will pay CONTRACTOR up to a monthly average total of \$13,583.00 based on the rate schedule for individuals to perform services described, to include out-of-pocket expenses for the term of the contract. CONTRACTOR will bill the STATE for actual out-of-pocket expenses, which will include travel both local and pre-approved out-of-town travel, meals, material reproduction, purchase of necessary publications, postage, telephone and delivery charges. Airline tickets will be charged and handled through UDOT's Administrative office.

5 RATE SCHEDULE

CARMEN GROUP, INCORPORATED RATE SCHEDULE					
NAME	POSITION	HOURLY RATE	NAME	POSITION	HOURLY RATE
David Carmen	President	\$600.00	Doug Kerr	Senior Associate	\$260.00
Diane Jemmott	Vice President	\$390.00	David Kunz	Senior Associate	\$205.00
John S. Hassell, Jr., P.E.	Managing Associate	\$350.00	Dal Harper	Associate	\$110.00
David Keene	Managing Associate	\$475.00	James B. Young	Associate	\$150.00
John P. Lagomarcino	Managing Associate	\$290.00	Karry Keene	Special Project Coordinator	\$120.00

ATTACHMENT C
SPECIAL TERMS AND CONDITIONS

1. **FUNDING.** Funding for this contract is appropriated on an annual basis and may not be carried over to a following year. Funding not used during each Fiscal Year may be taken from this contract and used on other UDOT projects. If funding for this Contract is not appropriated, the contract may be immediately terminated. CONTRACTOR will be compensated for services provided up to the date of notification of termination.
2. **CONTRACT RATES.** The CONTRACTOR agrees the hourly rates proposed for services under this contract shall be guaranteed for term of the basic contract. New rates may be negotiated if options are exercised.
3. **WAGES.** The CONTRACTOR shall be responsible for all applicable company wages in accordance with the federal, state and local laws and ordinances.
4. **INVOICING.** The CONTRACTOR shall invoice UDOT on a monthly basis. The invoice shall detail fees and out-of-pocket expenses the CONTRACTOR incurred performing services authorized under this contract during the month. The CONTRACTOR shall bill STATE for actual out-of-pocket expenses, which include travel both local and pre-approved out-of-town travel, meals, meeting attendance, material reproduction, purchase of necessary publications, postage, telephone and delivery charges. Airline tickets will be charged and handled through UDOT's Administrative office.

The CONTRACTOR shall submit invoices to: Utah Department of Transportation, Attention: Linda Toy-Hull, Director, Legislative & Government Affairs, Box 141240, 4501 S 2700 W, Salt Lake City, UT 84114-1240.

THE CONTRACT NUMBER SHALL APPEAR ON ALL CORRESPONDENCE RELATING TO EACH SERVICE.

The State reserves the right to adjust incorrect invoices. The State will remit payment by mail. The CONTRACTOR shall be paid within 30 days of the receipt of invoice.

5. **REPORTS.** The CONTRACTOR shall submit to STATE a monthly report. The monthly report shall review tasks accomplished by the CONTRACTOR for the month and highlight transportation related activities surrounding Congress, US DOT, FHWA, FTA, and other agencies or organizations relevant to STATE's transportation objectives and interest. The report shall accompany the monthly invoice.
6. **NON-ASSIGNMENT.** The CONTRACTOR shall not sublet, assign or transfer any part of this contract without prior written approval from UDOT's Procurement Manager or Supervisor. The provision of monies due under this contract shall not be assignable without prior written approval from UDOT's Procurement Manager or Supervisor.
7. **NON-COMPETE CLAUSE.** The CONTRACTOR represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. The CONTRACTOR must disclose to the State any possible conflicts, in writing, before the contract is signed and the State may elect to terminate a contract immediately with a CONTRACTOR who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 30 day prior notice to the CONTRACTOR.
8. **CONFIDENTIALITY OF INFORMATION.** Performance of this contract may require the CONTRACTOR to have access to and use of data and information which may be considered proprietary to a government agency or government CONTRACTOR or which may otherwise be of such a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interest of the State or others. The CONTRACTOR agrees that its employees shall not divulge or release data or information developed or obtained in connection with the performance under this contract, unless made public by the State, except to authorized State personnel or upon written approval of UDOT Executive Director or his designee.
9. **COMPLETE CONTRACT.** This contract is intended by the parties as a final expression of their agreement. The parties also intend this contract to be a complete and exclusive statement of the terms of their agreement and supersedes all prior communications, representations and agreement, oral and written, between the parties with respect to the subject matter contained herein. This contract may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding on the STATE unless in writing, signed by a duly authorized representative of the STATE.